

**STATISTICAL INFORMATION ONLY: Debtor must select the number of each of the following items included in the Plan.**

2 Valuation of Security 0 Assumption of Executory Contract or Unexpired Lease 2 Lien Avoidance

Last revised: August 1, 2020

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY**

In Re: Case No.: 18-20646  
Richard K. Biela Judge: Rosemary Gambardella

Debtor(s)

**Chapter 13 Plan and Motions**

☐ Original ☒ Modified/Notice Required Date: January 28, 2021  
☒ Motions Included ☐ Modified/No Notice Required

THE DEBTOR HAS FILED FOR RELIEF UNDER  
CHAPTER 13 OF THE BANKRUPTCY CODE

**YOUR RIGHTS MAY BE AFFECTED**

You should have received from the court a separate *Notice of the Hearing on Confirmation of Plan*, which contains the date of the confirmation hearing on the Plan proposed by the Debtor. This document is the actual Plan proposed by the Debtor to adjust debts. You should read these papers carefully and discuss them with your attorney. Anyone who wishes to oppose any provision of this Plan or any motion included in it must file a written objection within the time frame stated in the *Notice*. Your rights may be affected by this plan. Your claim may be reduced, modified, or eliminated. This Plan may be confirmed and become binding, and included motions may be granted without further notice or hearing, unless written objection is filed before the deadline stated in the *Notice*. The Court may confirm this plan, if there are no timely filed objections, without further notice. See Bankruptcy Rule 3015. If this plan includes motions to avoid or modify a lien, the lien avoidance or modification may take place solely within the chapter 13 confirmation process. The plan confirmation order alone will avoid or modify the lien. The debtor need not file a separate motion or adversary proceeding to avoid or modify a lien based on value of the collateral or to reduce the interest rate. An affected lien creditor who wishes to contest said treatment must file a timely objection and appear at the confirmation hearing to prosecute same.

**The following matters may be of particular importance. Debtors must check one box on each line to state whether the plan includes each of the following items. If an item is checked as "Does Not" or if both boxes are checked, the provision will be ineffective if set out later in the plan.**

THIS PLAN:

☐ DOES ☒ DOES NOT CONTAIN NON-STANDARD PROVISIONS. NON-STANDARD PROVISIONS MUST ALSO BE SET FORTH IN PART 10.

☒ DOES ☐ DOES NOT LIMIT THE AMOUNT OF A SECURED CLAIM BASED SOLELY ON VALUE OF COLLATERAL, WHICH MAY RESULT IN A PARTIAL PAYMENT OR NO PAYMENT AT ALL TO THE SECURED CREDITOR. SEE MOTIONS SET FORTH IN PART 7, IF ANY.

☒ DOES ☐ DOES NOT AVOID A JUDICIAL LIEN OR NONPOSSESSORY, NONPURCHASE-MONEY SECURITY INTEREST. SEE MOTIONS SET FORTH IN PART 7, IF ANY.

Initial Debtor(s)' Attorney: DDP Initial Debtor: RKB Initial Co-Debtor:

**Part 1: Payment and Length of Plan**

a. The debtor shall pay \$ 775.00 per Month to the Chapter 13 Trustee, starting on February 5, 2021 for approximately 53 months.

b. The debtor shall make plan payments to the Trustee from the following sources:

☒ Future earnings

☐ Other sources of funding (describe source, amount and date when funds are available):

c. Use of real property to satisfy plan obligations:

☐ Sale of real property

Description:

Proposed date for completion: \_\_\_\_\_

☐ Refinance of real property:

Description:

Proposed date for completion: \_\_\_\_\_

☐ Loan modification with respect to mortgage encumbering property:

Description:

Proposed date for completion: \_\_\_\_\_

d. ☐ The regular monthly mortgage payment will continue pending the sale, refinance or loan modification.

e. ☒ Other information that may be important relating to the payment and length of plan:

Regular monthly mortgage payment continues to be paid to first mortgage lenders Investors Bank outside the Plan with Pre-Petition arrears of 17,136.74 will continue to be paid through the Plan (with a balance of \$3,845.28 remaining). Monthly payments to second mortgage lender TD Bank (reflecting pre-petition debt of \$45,292.52) in the amount of \$334.00 will now be paid in equal installments through the Ch. 13 Plan pursuant to the consent order entered on September 26, 2018 and modified consent order entered on December 21, 2021. NOTE: We are currently in the process of preparing a second modified consent order to address post-bankruptcy payments to TD Bank as TD's loan does not mature until December 18, 2035.

In addition, post-petition arrears that are owed to TD in the amount of 8,484.00 for failure to make direct payments to TD Bank pursuant the September 26, 2018 Consent Order, will also be paid through the Plan.

**Part 2: Adequate Protection ☒ NONE**

a. Adequate protection payments will be made in the amount of \$ \_\_\_\_\_ to be paid to the Chapter 13 Trustee and disbursed pre-confirmation to \_\_\_\_\_ (creditor).

b. Adequate protection payments will be made in the amount of \$ \_\_\_\_\_ to be paid directly by the debtor(s) outside the Plan, pre-confirmation to: \_\_\_\_\_ (creditor).

**Part 3: Priority Claims (Including Administrative Expenses)**

a. All allowed priority claims will be paid in full unless the creditor agrees otherwise:

Creditor	Type of Priority	Amount to be Paid
CHAPTER 13 STANDING TRUSTEE	ADMINISTRATIVE	AS ALLOWED BY STATUTE AND ARREARS: \$3,200.00 BALANCE DUE: \$ 0
ATTORNEY FEE BALANCE	ADMINISTRATIVE	
DOMESTIC SUPPORT OBLIGATION	TAXES	REMAINING BALANCE DUE: \$1,418.20
INTERNAL REVENUE SERVICE		

b. Domestic Support Obligations assigned or owed to a governmental unit and paid less than full amount:  
Check one:

☒ None

☐ The allowed priority claims listed below are based on a domestic support obligation that has been assigned to or is owed to a governmental unit and will be paid less than the full amount of the claim pursuant to 11 U.S.C.1322(a)(4):

Creditor	Type of Priority	Claim Amount	Amount to be Paid
	Domestic Support Obligations assigned or owed to a governmental unit and paid less than full amount.		

**Part 4: Secured Claims**

**a. Curing Default and Maintaining Payments on Principal Residence:** ☐ NONE

The Debtor will pay to the Trustee (as part of the Plan) allowed claims for arrearages on monthly obligations and the debtor shall pay directly to the creditor (outside the Plan) monthly obligations due after the bankruptcy filing as follows:

Creditor	Collateral or Type of Debt	Arrearage	Interest Rate on Arrearage	Amount to be Paid to Creditor (In Plan)	Regular Monthly Payment (Outside Plan)
Investors Bank	First Mortgage	\$17,136.74	3.75%	\$18,621.55 (Current Bal:\$3592.60)	\$890.00 (Taxes and Insurance-NOT INCLUDED)
TD Bank NA	Second Mortgage	\$8,484.00	0.00%	\$8,484.00	\$0.00

**b. Curing and Maintaining Payments on Non-Principal Residence & other loans or rent arrears:** ☒ NONE

The Debtor will pay to the Trustee (as part of the Plan) allowed claims for arrearages on monthly obligations and the debtor will pay directly to the creditor (outside the Plan) monthly obligations due after the bankruptcy filing as follows:

Creditor	Collateral or Type of Debt	Arrearage	Interest Rate on Arrearage	Amount to be Paid to Creditor (In Plan)	Regular Monthly Payment (Outside Plan)

**c. Secured claims excluded from 11 U.S.C. 506:** ☒ NONE

The following claims were either incurred within 910 days before the petition date and are secured by a purchase money security interest in a motor vehicle acquired for the personal use of the debtor(s), or incurred within one year of the petition date and secured by a purchase money security interest in any other thing of value:

Name of Creditor	Collateral	Interest Rate	Amount of Claim	Total to be Paid through the Plan Including Interest Calculation

**d. Requests for valuation of security, Cram-down, Strip Off & Interest Rate Adjustments** ☐ NONE

1.) The debtor values collateral as indicated below. If the claim may be modified under Section 1322(b)(2), the secured creditor shall be paid the amount listed as the "Value of the Creditor Interest in Collateral," plus interest as stated. The portion of any allowed claim that exceeds that value shall be treated as an unsecured claim. If a secured claim is identified as having "NO VALUE" it shall be treated as an unsecured claim.

**NOTE: A modification under this Section ALSO REQUIRES the appropriate motion to be filed under Section 7 of the Plan.**

Creditor	Collateral	Scheduled Debt	Total Collateral Value	Superior Liens	Value of Creditor Interest in Collateral	Annual Interest Rate	Total Amount to be Paid
1-NJ Housing & Mortgage Financing Agency	901 Stuyvesant Avenue Apt	\$48,000.00	\$160,000.00	1-Investors Bank	-NO VALUE-	0.00	0.00
2-NJ Housing & Mortgage Financing Agency	211 Union, NJ 07083-6957 Union County	\$50,000.00	\$160,000.00	2-TD Bank NA 1-Investors Bank 2-TD Bank NA 3-NJ Housing & Mortgage Financing	-NO VALUE-	0.00	0.00

2.) Where the Debtor retains collateral and completes the Plan, payment of the full amount of the allowed secured claim shall discharge the corresponding lien.

**e. Surrender** ☒ NONE

Upon confirmation, the stay is terminated as to surrendered collateral only under 11 U.S.C. 362(a) and that the stay under 11 U.S.C 1301 be terminated in all respects. The Debtor surrenders the following collateral:

Creditor	Collateral to be Surrendered	Value of Surrendered Collateral	Remaining Unsecured Debt

**f. Secured Claims Unaffected by the Plan** ☒ **NONE**

The following secured claims are unaffected by the Plan:

**g. Secured Claims to be Paid in Full Through the Plan:** ☐ **NONE**

Creditor	Collateral	Total Amount to be Paid Through the Plan
TD Bank, NA	901 Stuyvesant Avenue Apt 211 Union, NJ 07083-6957 Union Count	\$17,702.00 to be paid through the Plan on \$45,292.52 loan. Subsequently, Post-Bankruptcy payments to TD Bank will continue until loan matures on December 18, 2035.**
Internal Revenue Service	901 Stuyvesant Avenue Apt 211 Union, NJ 07083-6957 Union Count	\$7,957.00 to be paid through the Plan. (\$6,288.86 has been paid with a balance of \$1,668.14 remaining)

**\*\*See Explanation of TD Bank NA's Secured Loan as stated in Section Part 1e above**

**Part 5: Unsecured Claims** ☐ **NONE**

**a. Not separately classified** allowed non-priority unsecured claims shall be paid:

- ☐ Not less than \$ \_\_\_\_\_ to be distributed *pro rata*
- ☐ Not less than \_\_\_\_\_ percent
- ☒ *Pro Rata* distribution from any remaining funds

**b. Separately classified unsecured** claims shall be treated as follows:

Creditor	Basis for Separate Classification	Treatment	Amount to be Paid

**Part 6: Executory Contracts and Unexpired Leases ☒ NONE**

(NOTE: See time limitations set forth in 11 U.S.C. 365(d)(4) that may prevent assumption of non-residential real property leases in this Plan.)

All executory contracts and unexpired leases, not previously rejected by operation of law, are rejected, except the following, which are assumed:

Creditor	Arrears to be Cured in Plan	Nature of Contract or Lease	Treatment by Debtor	Post-Petition Payment

**Part 7: Motions ☐ NONE**

**NOTE: All plans containing motions must be served on all affected lienholders, together with local form, *Notice of Chapter 13 Plan Transmittal*, within the time and in the manner set forth in D.N.J. LBR 3015-1. A *Certification of Service, Notice of Chapter 13 Plan Transmittal*, and *valuation* must be filed with the Clerk of Court when the plan and transmittal notice are served.**

**a. Motion to Avoid Liens Under 11. U.S.C. Section 522(f). ☒ NONE**

The Debtor moves to avoid the following liens that impair exemptions:

Creditor	Nature of Collateral	Type of Lien	Amount of Lien	Value of Collateral	Amount of Claimed Exemption	Sum of All Other Liens Against the Property	Amount of Lien to be Avoided

**b. Motion to Avoid Liens and Reclassify Claim from Secured to Completely Unsecured.** ☐ NONE

The Debtor moves to reclassify the following claims as unsecured and to void liens on collateral consistent with Part 4 above:

Creditor	Collateral	Scheduled Debt	Total Collateral Value	Superior Liens	Value of Creditor's Interest in Collateral	Total Amount of Lien to be Reclassified
NJ Housing & Mortgage Financing Agency	901 Stuyvesant Avenue Apt 211 Union, NJ 07083-6957 Union County	\$48,000.00	\$160,000.00	\$200,459.00	-NO VALUE-	\$48,000.00
NJ Housing & Mortgage Financing Agency	901 Stuyvesant Avenue Apt 211 Union, NJ 07083-6957 Union County	\$50,000.00	\$160,000.00	\$198,459.06	-NO VALUE-	\$50,000.00

**c. Motion to Partially Void Liens and Reclassify Underlying Claims as Partially Secured and Partially Unsecured.** ☒ NONE

The Debtor moves to reclassify the following claims as partially secured and partially unsecured, and to void liens on collateral consistent with Part 4 above:

Creditor	Collateral	Scheduled Debt	Total Collateral Value	Amount to be Deemed Secured	Amount to be Reclassified as Unsecured

**Part 8: Other Plan Provisions**

**a. Vesting of Property of the Estate**

- ☒ Upon confirmation  
☐ Upon discharge

**b. Payment Notices**

Creditors and Lessors provided for in Parts 4, 6 or 7 may continue to mail customary notices or coupons to the Debtor notwithstanding the automatic stay.



**c. Order of Distribution**

The Standing Trustee shall pay allowed claims in the following order:

- 1) Ch. 13 Standing Trustee commissions
- 2) Other Administrative Claims
- 3) Secured Claims
- 4) Priority Claims and Unsecured Claims

**d. Post-Petition Claims**

The Standing Trustee ☐ is, ☒ is not authorized to pay post-petition claims filed pursuant to 11 U.S.C. Section 1305(a) in the amount filed by the post-petition claimant.

**Part 9: Modification ☐ NONE**

**NOTE: Modification of a plan does not require that a separate motion be filed. A modified plan must be served in accordance with D.N.J. LBR 3015-2.**

If this Plan modifies a Plan previously filed in this case, complete the information below.

Date of Plan being modified: November 19, 2018.

Explain below **why** the plan is being modified:

Plan is being modified due to decrease in income due to COVID-19 which has resulted in Trustee arrears in the amount of \$3200.00 and increased arrears and principal to be paid to second mortgage lender TD Bank through the Plan. The Plan is also being modified to address concerns of Standing Ch 13 Trustee.

Explain below **how** the plan is being modified:

Plan is being modified to reflect decrease of income, capitalization of trustee and second mortgage lender TD Bank's arrears into Plan, and extension of Plan from 60 to 84 months pursuant to Cares Act. The Plan will also call for Debtor to make second mortgage payments through the Plan as Post-Bankruptcy payments will be addressed in new modified consent order between the debtor and TD Bank.

Are Schedules I and J being filed simultaneously with this Modified Plan?

☐ Yes

☒ No

**Part 10: Non-Standard Provision(s): Signatures Required**

Non-Standard Provisions Requiring Separate Signatures:

☒ NONE

☐ Explain here:

Any non-standard provisions placed elsewhere in this plan are ineffective.

**Signatures**

The Debtor(s) and the attorney for the Debtor(s), if any, must sign this Plan.

By signing and filing this document, the debtor(s), if not represented by an attorney, or the attorney for the debtor(s) certify that the wording and order of the provisions in this Chapter 13 Plan are identical to Local Form, *Chapter 13 Plan and Motions*, other than any non-standard provisions included in Part 10.

I certify under penalty of perjury that the above is true.

Date: January 28, 2021

/s/ Richark K. Biela  
Debtor

Date: \_\_\_\_\_

\_\_\_\_\_  
Joint Debtor

Date: January 28, 2021

/s/ Darin D. Pinto  
Attorney for Debtor(s)

In re:  
Richard K Biela  
Debtor

Case No. 18-20646-RG  
Chapter 13

## CERTIFICATE OF NOTICE

District/off: 0312-2  
Date Rcvd: Jan 29, 2021

User: admin  
Form ID: pdf901

Page 1 of 2  
Total Noticed: 27

The following symbols are used throughout this certificate:

Symbol	Definition
+	Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.
#	Addresses marked '#' were identified by the USPS National Change of Address system as requiring an update. While the notice was still deliverable, the notice recipient was advised to update its address with the court immediately.

### Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Jan 31, 2021:

Recip ID	Recipient Name and Address
db	+ Richard K Biela, 901 Stuyvesant Ave Apt 211, Union, NJ 07083-6957
517611904	+ Aspire Federal Credit Union, c/o Peter J. Liska, LLC, 766 Shrewsbury Ave., Tinton Falls, NJ 07724-3001
517553335	+ Comenity Capital Bank/Ultamate Renewal, PO Box 182120, Columbus, OH 43218-2120
517553336	# Diversified Consultants, Inc., PO Box 1391, Southgate, MI 48195-0391
517553337	EMA - Union Emergency Medical Associates, PO Box 5845, Parsippany, NJ 07054-6845
517658727	EMERGENCY PHYSICIAN ASSOC NORTH JERSEY, PC, PO Box 1123, Minneapolis, MN 55440-1123
517553338	Healthcare Revenue Recovery Group LLC, PO Box 459080, Sunrise, FL 33345-9080
517553339	+ IC System, 444 Highway 96 East, PO Box 64378, Saint Paul, MN 55164-0378
517679292	+ INVESTOR BANK, PO BOX 11661, NEWARK, NJ 07101-4661
517553341	+ Investors Bank, 101 Wood Avenue, South Iselin, NJ 08830-2749
517553342	+ Maria E. Dutto, 452-A Roxbury Lane, Monroe Township, NJ 08831-1808
517553343	NJ Housing & Mortgage Financing Agency, 637 S. Clinton Avenue, PO Box 18550, Trenton, NJ 08650-2085
517553344	Overlook Medical Center, PO Box 35611, Newark, NJ 07193-5611
517553345	+ Phoenix Appraisals, PO Box 332, Howell, NJ 07731-0332
517553346	TD Bank NA, PO Box 16027, Lewiston, ME 04243-9513
517553347	+ TD Bank USA/Target Credit, PO Box 673, Minneapolis, MN 55440-0673
517553348	+ Toyota Motor Credit, PO Box 9786, Cedar Rapids, IA 52409-0004
517624175	+ Toyota Motor Credit Corporation, PO Box 9013, Addison, Texas 75001-9013

TOTAL: 18

### Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI). Electronic transmission is in Eastern Standard Time.

Recip ID	Notice Type: Email Address	Date/Time	Recipient Name and Address
smg	Email/Text: usanj.njbankr@usdoj.gov	Jan 29 2021 21:54:00	U.S. Attorney, 970 Broad St., Room 502, Rodino Federal Bldg., Newark, NJ 07102-2534
smg	+ Email/Text: ustpregion03.ne.ecf@usdoj.gov	Jan 29 2021 21:54:00	United States Trustee, Office of the United States Trustee, 1085 Raymond Blvd., One Newark Center, Suite 2100, Newark, NJ 07102-5235
cr	+ Email/PDF: gecsed@recoverycorp.com	Jan 29 2021 22:02:58	Synchrony Bank, c/o PRA Recievables Management, LL, POB 41021, Norfolk, VA 23541-1021
517553334	+ Email/Text: smacknowski@msscuso.com	Jan 29 2021 21:55:00	Aspire FCU, 67 Walnut Avenue, Suite 401, Clark, NJ 07066-1696
517553340	Email/Text: sbse.cio.bnc.mail@irs.gov	Jan 29 2021 21:53:00	Internal Revenue Service, 200 Sheffield St., Mountainside, NJ 07092
517554021	+ Email/PDF: gecsed@recoverycorp.com	Jan 29 2021 22:03:39	Synchrony Bank, c/o of PRA Receivables Management, LLC, PO Box 41021, Norfolk, VA 23541-1021
517646352	Email/Text: bankruptcy@td.com	Jan 29 2021 21:54:00	TD Bank, N.A., c/o Schiller Knapp Lefkowitz Hertzell LLP, 70 Gray Road, Falmouth, ME 04105
517681671	+ Email/Text: bncmail@w-legal.com	Jan 29 2021 21:55:00	TD Bank USA, N.A., C O WEINSTEIN &

District/off: 0312-2

User: admin

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Date Rcvd: Jan 29, 2021

Form ID: pdf901

Total Noticed: 27

RILEY, PS, 2001 WESTERN AVENUE, STE  
400, SEATTLE, WA 98121-3132

517553349

+ Email/Text: wfmelectronicbankruptcynotifications@verizonwireless.com

Jan 29 2021 21:52:00

Verizon, PO Box 650584, Dallas, TX 75265-0584

TOTAL: 9

## BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, \*duplicate of an address listed above, \*P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

NONE

## NOTICE CERTIFICATION

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Jan 31, 2021

Signature: /s/Joseph Speetjens

## CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on January 28, 2021 at the address(es) listed below:

Name	Email Address
Darin D Pinto	on behalf of Debtor Richard K Biela dpintolaw@comcast.net
Denise E. Carlon	on behalf of Creditor Toyota Motor Credit Corporation dcarlon@kmlawgroup.com bkgroup@kmlawgroup.com
Jill Manzo	on behalf of Creditor INVESTORS BANK bankruptcy@fskslaw.com
Kevin Gordon McDonald	on behalf of Creditor Toyota Motor Credit Corporation kmcdonald@kmlawgroup.com bkgroup@kmlawgroup.com
Marie-Ann Greenberg	magecf@magtrustee.com
Richard James Tracy, III	on behalf of Creditor TD Bank N.A. richard.tracy.iii@gmail.com, tshariff@schillerknapp.com;kcollins@schillerknapp.com;ahight@schillerknapp.com
U.S. Trustee	USTPRegion03.NE.ECF@usdoj.gov

TOTAL: 7